

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

NORTHMOBILETECH LLC,)
)
Plaintiff,) Case No. 3:11-cv-287
)
v.)
)
SIMON PROPERTY GROUP, INC.,)
)
Defendant.)

DECLARATION OF IAN GREGORY SMITH

I, Ian Gregory Smith, declare as follows:

1. My name is Ian Gregory Smith. I also go by the name Greg Smith. I have personal knowledge of the facts stated herein.
2. I am one of two members and owners of NorthMobileTech LLC (“NMT”), a Wisconsin limited liability company and the plaintiff in the above-captioned case. I am also one of the inventors of United States Patent No. 7,805,130 (“the ‘130 patent”). Paul Edwards is the other member and owner of NMT and the other inventor of the ‘130 patent.
3. Paul Edwards and I both reside in Toronto, Ontario, Canada.
4. NMT was organized in Wisconsin on April 7, 2011. See Articles of Organization attached hereto as Exhibit 1. Paul Edwards and I established NMT for the specific purpose of conducting business, and enforcing NMT’s rights, in the United States market with respect to the ‘130 patent. Paul Edwards and I had realized that we would likely have to resort to litigation in order to enforce the ‘130 patent against infringers, and, having learned that the federal court in the Western District of Wisconsin

was more likely than other courts in the United States to resolve the anticipated patent infringement case expeditiously, we decided to establish NMT in Wisconsin and assign our rights in the patent to NMT.

5. NMT is registered to do business in Wisconsin. NMT has established a physical place of business in Wisconsin, has a registered agent for service of process in Wisconsin, and has established bank accounts in Wisconsin.

6. Paul Edwards and I, as co-inventors and co-owners of the '130 patent, assigned the '130 patent to NMT on April 11, 2011. *See Assignment attached hereto as Exhibit 2.* The assignment was recorded with the United States Patent Office on April 11, 2011. *See Notice of Recordation attached hereto as Exhibit 3.*

7. Paul Edwards and I are also owners of Fenwick Data Design, Inc., an Ontario, Canada corporation. For a period of time, which ended recently, we had allowed Fenwick to represent that it had rights in the '130 patent, as a licensee, although ownership of the patent remained completely with Paul Edwards and myself until we assigned it to NMT earlier this year. Presently, Fenwick is not engaged in any business activities.

8. I have been involved in communications with Simon Property Group, Inc. ("SPG") regarding the '130 patent.

9. Paul Edwards and I became aware of a mobile software application program offered by SPG, specifically an "app" available for the iPhone. Based on our review and analysis of the SPG application program, we concluded that SPG appears to be infringing one or more claims of the '130 patent.

10. We decided to contact SPG. On March 23, 2011, I sent a letter by Federal Express addressed to James M. Barkley, Secretary and General Counsel of Simon Property Group, Inc. The letter identified and enclosed a copy of the '130 patent, included a copy of the iTunes web page describing the SPG application program, and indicated that we were interested in discussing a potential licensing arrangement. I asked for a response by Friday, April 15, 2011. Because I received no substantive response from Mr. Barkley or anyone else from SPD by the requested date, Paul Edwards and I decided to proceed with a lawsuit in federal court in Wisconsin.

11. I also continued my efforts to discuss a potential licensing arrangement with SPG. Following up on my initial correspondence by telephone, I was referred to another lawyer at SPG named Jack Boyd. As a result of a short series of voice and email messages with him, we agreed to participate in a conference call to discuss the matter. That conference call occurred on April 19, 2011; participating in the call were Paul Edwards and myself on behalf of NMT, and Jack Boyd and another lawyer named Dan Boots who I understood be outside counsel for SPG. During that conversation Paul Edwards and I were disappointed to learn that SPG had yet to analyze the patent and the SPG application program. We informed the SPG lawyers that we had chosen to proceed with a lawsuit, and in frustration, Paul Edwards said that the lawsuit had already been filed.

12. The next day, April 20, NMT's counsel filed a lawsuit in this Court against SPG. We also learned on April 20, after our counsel had filed this lawsuit, that Simon Property Group, L.P. (apparently an entity related to SPG) had also filed a lawsuit against NMT earlier that same day in federal District Court in Indiana.

13. The activities described above are the only contacts that NMT has ever had with the state of Indiana, either through myself, Paul Edwards, or anyone else.

14. NMT does not conduct, and has never conducted, business in Indiana and is not, and never has been, registered to do business in Indiana.

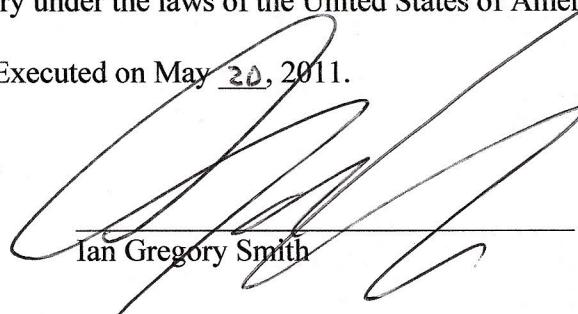
15. NMT has never had any physical offices in Indiana.

16. NMT has never made any sales or any other business transactions in Indiana.

17. NMT has never had any agents or employees in Indiana.

18. No employee, owner, or other agent of NMT has ever travelled to Indiana for business purposes.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 20, 2011.



The image shows a handwritten signature in black ink, which appears to be "Ian Gregory Smith". The signature is fluid and cursive, with a large, stylized initial 'I' at the beginning. It is written over a horizontal line.

Sec. 183.0202
Wis. Stats.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**
NorthMobileTech LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**
Gary A. Lukken

Article 4. **Street address of the initial registered office:**
2413 Parmenter Street
Suite 125
Middleton, WI 53562
United States of America

Article 5. **Management of the limited liability company shall be vested in:**
A member or members

Article 6. **Name and complete address of each organizer:**
Joel B. Bardsley
Solheim Billing & Grimmer, S.C.
P.O. Box 1644
Madison, WI 53701-1644
United States of America

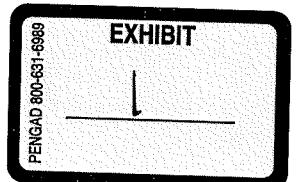
Other Information. **This document was drafted by:**
Joel B. Bardsley

Organizer Signature:

Joel B. Bardsley

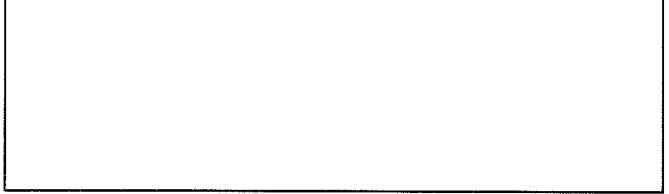
Date & Time of Receipt:

4/7/2011 4:31:22 PM



Credit Card Transaction Number:

201104072567574

**ARTICLES OF ORGANIZATION - Limited Liability
Company(Ch. 183)**
Filing Fee: \$130.00
Total Fee: \$130.00**ENDORSEMENT****State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
4/7/2011	

FILED 4/7/2011	Entity ID Number N039408
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ASSIGNMENT

WHEREAS, we, **Paul Edwards and Ian Gregory Smith**, whose full post office addresses are 62 Parkhurst Blvd., Toronto, Ontario, Canada M4G 2E2; and 33 Harbour Sq., Suite 2604, Toronto, Ontario, Canada M5J 2G2; respectively, are the inventors and owners of the inventions (hereinafter, the "INVENTIONS") described and claimed in the Letters Patent and patent applications (hereinafter, the "PATENT PROPERTIES") set out in Schedule "A" attached hereto;

AND WHEREAS, **NorthMobileTech LLC**, whose full post office address is 2413 Parmenter Street, Suite 125, Middleton, WI 53562, U.S.A., is desirous of acquiring all right, title and interest in and to the INVENTIONS and in and to the PATENT PROPERTIES therefor;

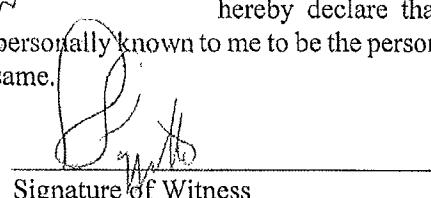
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Paul Edwards and Ian Gregory Smith, by these presents do sell, assign and transfer, and do hereby confirm the sale, assignment and transfer, unto NorthMobileTech LLC all our right, title and interest in and to the above mentioned INVENTIONS, in and to the above mentioned PATENT PROPERTIES, in and to any other applications for Letters patent for said INVENTIONS, in and to all Letters Patent which may issue or be reissued for said INVENTIONS, in and to and all rights to claim priority from the PATENT PROPERTIES and from all applications for Letters Patent that may hereafter be filed for these INVENTIONS in any country.

We, Paul Edwards and Ian Gregory Smith, undertake to sign such further documents to effect the aforesaid sale, transfer and assignment as may be required from time to time, without reimbursement, but at the expense of NorthMobileTech LLC.

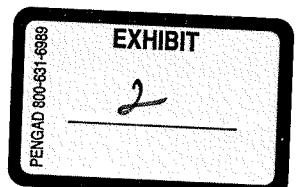
EXECUTED at Toronto, Canada, this 11th day of
April, 2011.


Paul Edwards

I, Ron Faggen, whose full post office address is
c/o 1500 - 438 UNIVERSITY AV, TORONTO, ON
hereby declare that I was personally present and did see Paul Edwards who is personally known to me to be the person named in the above assignment duly sign and execute the same.

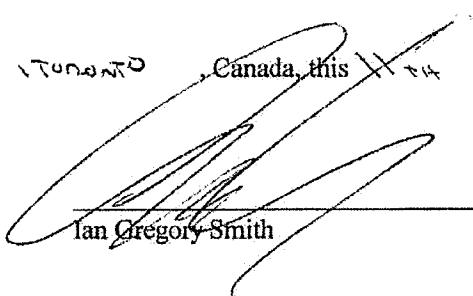

Signature of Witness

93344-M

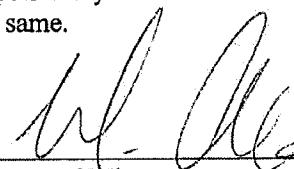


- 2 -

EXECUTED at 33 Harbour Sq, Toronto, Canada, this 11th day of April, 2011.


Ian Gregory Smith

I, Michael Atn,
Toronto, ON M5J 2B2
, whose full post office address is 1033-33 Harbour Sq.
hereby declare that I was personally present and did see Ian Gregory Smith who is personally known to me to be the person named in the above assignment duly sign and execute the same.



Signature of Witness

93344-M

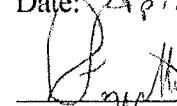
- 3 -

SCHEDULE "A"

<u>Country</u>	<u>Patent No./ Application No.</u>	<u>Issue Date / Filing Date</u>	<u>Title of Invention</u>
U.S.A.	7,805,130	September 28, 2010	MARKETING METHOD
U.S.A.	12/890,125	September 24, 2010	MARKETING METHOD
U.S.A.	11/563,094	November 24, 2006	MARKETING METHOD
Canada	2,568,868	November 24, 2006	MARKETING METHOD
U.S.A.	60/739,431	November 25, 2005	MARKETING METHOD
U.S.A.	60/749,617	December 13, 2005	MARKETING METHOD
U.S.A.	60/776,731	February 27, 2006	MARKETING METHOD

The undersigned confirm that this is Schedule "A" to an assignment from Paul Edwards and Ian Gregory Smith to NorthMobileTech LLC.



 Paul Edwards
 Date: April 11/2011


 (Signature of Witness)

Ian Gregory Smith

Date:

 (Signature of Witness)

- 3 -

SCHEDULE "A"

<u>Country</u>	<u>Patent No./ Application No.</u>	<u>Issue Date / Filing Date</u>	<u>Title of Invention</u>
U.S.A.	7,805,130	September 28, 2010	MARKETING METHOD
U.S.A.	12/890,125	September 24, 2010	MARKETING METHOD
U.S.A.	11/563,094	November 24, 2006	MARKETING METHOD
Canada	2,568,868	November 24, 2006	MARKETING METHOD
U.S.A.	60/739,431	November 25, 2005	MARKETING METHOD
U.S.A.	60/749,617	December 13, 2005	MARKETING METHOD
U.S.A.	60/776,731	February 27, 2006	MARKETING METHOD

The undersigned confirm that this is Schedule "A" to an assignment from Paul Edwards and Ian Gregory Smith to NorthMobileTech LLC.

Paul Edwards

Date:

(Signature of Witness)

Ian Gregory Smith

Date: *10/26/2011*

(Signature of Witness)

93344-M



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: Name: SMART & BIGGAR
Company: 438 UNIVERSITY AVENUE
Fax Number: 14165911690
Voice Phone:

From: Name: ASSIGNMENT RECORDATION SERVICES
Voice Phone: 571-272-3350

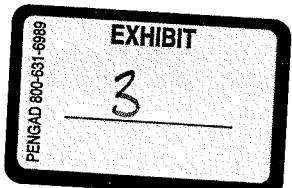
37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	Notice
4	Batch 2423374 Document 1

USPTO ASSIGNMENT SYSTEM PROCESSING

Date and time of transmission: Wednesday, April 20, 2011 10:37:08 PM
Number of pages including this cover sheet: 04



**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 20, 2011

PTAS

SMART & BIGGAR
438 UNIVERSITY AVENUE
SUITE 1500, BOX 111
TORONTO, ONTARIO M5G 2K8***700460966***UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/11/2011

REEL/FRAME: 026151/0478

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 93344-M

ASSIGNOR:

EDWARDS, PAUL

DOC DATE: 04/11/2011

ASSIGNOR:

SMITH, IAN GREGORY

DOC DATE: 04/11/2011

ASSIGNEE:

NORTHMOBILETECH LLC
2413 PARMENTER STREET
SUITE 125
MIDDLETON, WISCONSIN 53562

026151/0478 PAGE 2

APPLICATION NUMBER: 12890125
PATENT NUMBER:
TITLE: MARKETING METHOD

FILING DATE: 09/24/2010
ISSUE DATE:

APPLICATION NUMBER: 11563094
PATENT NUMBER:
TITLE: MARKETING METHOD

FILING DATE: 11/24/2006
ISSUE DATE:

APPLICATION NUMBER: 11419854
PATENT NUMBER: 7805130
TITLE: MARKETING METHOD

FILING DATE: 05/23/2006
ISSUE DATE: 09/28/2010

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

04/11/2011 15:27 FAX 4165911690

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To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Paul Edwards and Ian Gregory Smith

2. Name and address of receiving party(ies)Name: NorthMobileTech LLC

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No**3. Nature of conveyance/Execution Date(s): April 11, 2011**

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 2413 Parmenter Street,
Suite 125City: MiddletonState: WICountry: U.S.A. Zip: 53562Additional name(s) & address(es) attached? Yes No**4. Application or patent number(s):** This document is being filed together with a new application.**A. Patent Application No.(s)**12/890,125
11/563,094**B. Patent No.(s)**

7,805,130

Additional numbers attached? Yes No**5. Name and address to whom correspondence concerning document should be mailed:**Name: SMART & BIGGARInternal Address: Docket No. 93344-M**6. Total number of applications and patents involved:** Three (3)**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00** Authorized to be charged to deposit account None required (government interest not affecting title)**8. Payment Information**Deposit Account Number 19-2548

Ronald Faggetter/

Authorized User Name SMART & BIGGAR**9. Signature:**

April 11, 2011

Signature
Ronald D. Faggetter (Reg. No. 33,345)

Name of Person Signing

Date

5

Total number of pages including cover sheet, attachments, and documents:

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